

REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **Mattice Family Revokable Trust**, hereinafter called "*Seller*", whether one or more, and the **City of Lincoln, Nebraska**, a municipal corporation and **The County of Lancaster, Nebraska**, a political subdivision of the State of Nebraska, hereinafter called "*Buyer*", by and through the Public Building Commission.

WITNESSETH:

1. *Seller*, in consideration of **ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$104,500.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

W 24.5', Lot 4, Block 145, Lincoln Original, of the City of Lincoln,
Lancaster County, Nebraska, a/k/a 819 'H' Street.

Seller makes no warranties as to the condition of any property purchased pursuant to this Agreement, and *Buyer* understands that any property purchased hereunder shall be in "as-is" condition; said conveyance to be subject to covenants, easements, and restrictions of record.

2. *Seller* warrants that there does not now exist any claims for expenses, costs, damages or losses related to hazardous substance or the cleanup of such substances on the property. *Seller* agrees to indemnify and hold *Buyer* harmless from any and all claims, suits, losses, damages or expenses whatsoever, on account of injuries or death of any person, and all loss or destruction of, or damage to, property, and any and all economic losses, whether direct, indirect or consequential arising or growing out of, or in any manner connected with, the presence of hazardous substances as defined in state or federal law, which was in existence on the property anytime prior to the time of Sale. *Seller* further agrees that it will appear and defend, at its on expense, in the name and on behalf of the *Buyer*, all claims, actions or suits in whatsoever forum, in any matter arising or growing out of the alleged presence of any hazardous substance on the property referred to herein and for which the *Seller* is alleged to be liable.

3. *Buyer* to acquire title insurance at *Buyer's* expense. *Buyer* agrees to furnish *Seller* a written legal opinion showing defect, if any, in the title to said real estate not later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided. If any defects in the title are discovered, *Buyer* shall furnish a copy to the *Seller* showing such defects. If such defects in the title can be corrected prior to closing, *Seller* shall correct said defects at its expense. If such defects in title cannot be corrected prior to closing, this Agreement shall, at the opinion of the *Buyer*, become null and void and both parties will be released from their covenants and obligations hereunder.

4. *Seller* agrees to pay all taxes for all prior years and including **2005** and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

5. Real estate taxes for 2006, if any, shall be prorated to the date of closing at the 2006 tax rate.

6. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below:

7. Seller agrees to convey said real estate to Buyer by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise.

8. It is understood and agreed that this Agreement is conditional upon Seller having a good, valid and merchantable title in fee simple to said real estate.

9. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale.

10. It is understood and agreed that Buyer shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Public Building Commission.

11. Buyer and Seller agree to close and complete this sale in accordance herewith on or before the 30th day of September, 2006.

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be executed as of the dates below indicated.

Executed by Seller this 20 day of September, 2006.

SELLER:

506-42-6204
Social Security Number

George Mattice
Mattice Family Revokable Trust

Executed by Buyer this _____ day of _____, 20____.

PUBLIC BUILDING COMMISSION

By: _____
Chairperson

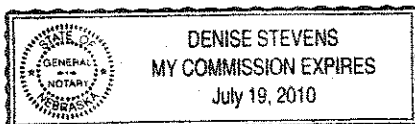
STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On Sept 20, 2006, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came **Mattice Family Revokable Trust**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

Denise Stevens
Notary Public



STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On _____, 20____, before me, the undersigned a Notary Public duly
commissioned for and qualified in said County, personally came _____,
known to me to be the **Chairman of Public Building Commission**, a corporation, and identical person who
signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed
as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto
affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

Notary Public